



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

in initiating the sale or of the manner in which the terms of the sale had been fixed. For discussion of the effect on contracts of war orders or other acts of state, see COMMENTS (1919) 28 YALE LAW JOURNAL, 399; also (1918) 27 *ibid.* 953; (1919) 28 *ibid.* 615.

CORPORATIONS—INTERLOCKING OFFICERS—CONTRACTS.—The plaintiff, a corporation, sued to compel specific performance of a contract. The defendant, also a corporation, answered that the contract was made under the dominating influence of a common director and that its terms were unfair and oppressive. The facts showed that the contract was engineered by the common director but that he refrained from voting at the meeting of defendant which ratified the contract; the contract was to remain in force for a number of years, but at the end of two years the defendant, having found it unfair, refused to continue performing. *Held*, that the contract was voidable at the option of the defendant. *Globe Woolen Co. v. Utica Gas & Electric Co.* (1918, N. Y.) 121 N. E. 378.

This decision rests in the sound principle that directors like trustees, where they have conflicting interests, are under a strict duty to act honestly and fairly in their dealings. Marshall, *Corporations*, sec. 377. The New York rule goes further and makes the contract voidable in such cases as the instant one, at the option of the corporation, even though there is no fraud. Clark, *Corporations*, sec. 202.

INJUNCTIONS—RESTRAINING FORMER EMPLOYEE FROM SOLICITING BUSINESS.—The plaintiff employed the defendant to manage an insurance agency. After fifteen months the defendant resigned and started an agency for himself. He secured a contract with a company which the plaintiff represented, and the plaintiff brought a bill in equity to restrain the defendant from acting as agent for this company, and from soliciting business from the plaintiff's customers. *Held*, that the injunction should not be granted. *S. W. Scott & Co. v. Samuel W. Scott* (1919, App. Div.) 174 N. Y. Supp. 583.

Where there is no contract to the contrary, a former employee is privileged, as against his former employer, to engage in a similar business. Unless there is fraud or deceit practiced, solicitation of a former employer's customers does not constitute unfair competition. For further discussion see COMMENTS (1915) 25 YALE LAW JOURNAL, 499.

MANDAMUS—CIVIL SERVICE EMPLOYEE—LACHES.—The relator, who as superintendent of the Crater Natural Park was in the classified civil service of the Government, was removed from office on June 28, 1913, by order of the defendant, Secretary of the Interior, and forcibly ejected from the government building. On April 30, 1915, he filed a petition in *mandamus* to be restored. *Held*, that whatever right the petitioner had, had been forfeited by laches. *Arant v. Lane* (1919) 39 Sup. Ct. 293.

It seems that an employee in the classified civil service is entitled to compensation during a period of wrongful suspension. *United States v. Wickersham* (1905) 201 U. S. 390, 26 Sup. Ct. 469. But by allowing twenty months to pass without instituting the petition in the instant case the petitioner has clearly permitted such a change of circumstances as justifies invoking the doctrine of laches. As to the applicability of the doctrine of laches to *mandamus* proceedings, see 9 Ann. Cas. 846, note.

OFFICES—OFFICE NOT "PROPERTY"—RESTRAINING INTERFERENCE WITH OFFICE.—The plaintiff filed a bill in equity to restrain the defendants, members of a board